FOREST DEPARTMENT.

SAGAR FOREST DIVISION.

Notification dated 14th February 1939.

SALE OF TIMBER.

It is notified for the general information that the undermentioned kinds and quantities of timber will be sold by public auction under the following conditions at the following depots on the dates noted against the same:—

Name of Depot	Date of sale	Teak logs	Red Cedar	Devadari	Nandi	Hebbahalsu	Matti	Nerlu	Other kinds	Remarks
Sagar ..	4-3-39	...	200	..	900	1,000	...	...	500	The sales will be conducted by the District Forest Officer, Sagar Division, or any other officer deputed by him. The sale will commence at 2 P.M. on each date and if the sale is not closed on the sale date, the same will be continued the next day.
Anandapuram	6-3-39	..	..	...	2,600	..	3,450	2,950	2,650	
Shiralkoppa ..	13-3-39	250	..	300	250	550	...	...	400	
Anavatti ...	15-3-39	1,000	..	..	...	..	..	..	...	

N.B.—Quantities noted are only approximate.

Conditions.

1. Each bidder shall place a deposit of Rs. 200 with the officer conducting the sale. But defaulters to the department will not be allowed to bid at the sales.

In the case of purchasers of timber not exceeding Rs. 200 in value, this deposit will not be insisted upon, provided that the full purchase money is paid in cash on the spot.

2. Any person bidding at the sale may be required by the officer conducting the sale to state whether he is bidding on his own behalf or as an agent, and in the latter case, to produce a written authority duly signed by the principal.

3. The highest bidder shall ordinarily be the purchaser, but the officer conducting the sale can reject any bid or stop the sale at any stage without assigning any reason to the intending purchasers.

4. Immediately after the lot is knocked down to him, the successful bidder shall sign his name opposite the number and specification of the lot bought by him in a book provided for the purpose. Such signature shall be held as admission on his part of having bought such lot and of having accepted the terms of the sale as herein specified. The sale is subject to the confirmation of the Conservator of Forests if the amount exceeds Rs. 1,000 and to that of the District Forest Officer in other cases.

5. After conclusion of the sale, each purchaser shall pay 10 per cent of the amount in cash to the officer conducting the sale and obtain in return from him a receipt vouching for the payment of the one-tenth value as well as the initial deposit of Rs. 200. Should any purchaser fail to comply with this rule, the initial deposit of Rs. 200 shall at once be forfeited to Government and the officer conducting the sale shall be at liberty to resell the timber purchased by such defaulter who shall be required to make good any loss, but shall not participate in any profit from such resale. The amount due by such defaulter on account of loss from resale shall be recovered from him as a revenue demand under Section 79 of the Mysore Forest Act. In calculating such losses, the initial deposit forfeited to Government shall not be taken into account.

6. The deposits tendered by the unsuccessful bidders shall be returned immediately after the sales are concluded, those of the successful bidders being lodged in the Savings Bank as security deposit.

7. The full value of all timber purchased shall be paid for within 30 days after the date of sale or within 15 days after the date of notice of confirmation of the sale, whichever is later. The moneys shall be paid into such treasury as the District Forest Officer may direct, within the time specified.

8. If the amount is not fully paid for by the purchaser before the dates fixed above, the initial deposit as well as the other moneys already paid in shall be forfeited to Government and all or any portion of the timber not fully paid for shall be resold at the risk of the purchaser in the manner prescribed for default of payment of one-tenth value in clause 5 *supra*.

9. No timber lot shall be permitted to be removed by the purchaser unless it has been paid for in full, calculated at the rates at which the timber is knocked down to him at the time of sale, including the 10 per cent deposit paid for the lot at the time of the sale; and no timber shall be removed from the depot unless a permit is obtained from the Forest Officer in charge of the depot. The earnest money will not be adjusted towards the value of timber until 90 per cent of the purchase money over and above the security deposit has been paid.

10. Timber purchased should be removed as early as possible, and in no case should it be allowed to remain longer than 90 days after 15th May 1939. Timber not removed after purchase will remain in the depot at the risk of purchaser from the date of the confirmation of the sale.

11. If the timber is not removed within the time allowed, the same may, after ten days' notice to the purchaser, be sold in public auction and the proceeds will be given to the purchaser after defraying all the expenses in connection with the resale.

12. The deposit of Rs. 200 will remain as security for the due fulfilment of all and every one of the terms of sale, for the breach of any of which by the purchaser, the District Forest Officer shall be entitled to forfeit the deposit in whole or in part and in the event of such forfeiture, the sum so forfeited shall be immediately made good by the purchaser so long as the transaction is not finally closed. The security deposit or the balance thereof, if any, shall be returned to the purchaser after the full value of timber purchased has been paid for and the timber fully removed.

13. Interest will be charged on all belated payments at 6¼ per cent per annum from the date of their falling due up to the date of payment.

Notification dated 19th February 1939.

It is hereby notified for general information under Section 40 of the Mysore Forest Act that the undermentioned Teak poles found unclaimed near Chowdavva Temple in Gangavansara State Forest has been seized and kept in the custody of Patel Thimmarayappa of Hoskoppa. Persons having any right to the said poles may furnish a statement of their claims to the undersigned, within a month from the date of publication of this notice and establish their claims, failing which the poles will lapse to Government under Section 42 of the said Act.

Kind	*Length*		*Girth*
Teak	9′—0″	×	3′—2″
Teak	8′—2″	×	3′—4″
Teak	7′—8″	×	3′—0″

N. VENKATARAMAIYA,
District Forest Officer.

ENGINEERING DEPARTMENT.

HASSAN DIVISION.

Notification dated 21st February 1939.

1. Sealed tenders will be received at the Office of the Executive Engineer, Hassan Division, Hassan, up to 6th March 1939 till 3 P.M., for restoring Bhuthankatte, Chennaikanahalli, Gandasi Hobli, Arsikere Taluk.

2. Tenders in the prescribed form obtainable in the Office of the Executive Engineer, Hassan Division, Hassan, should be addressed to the Executive Engineer, Hassan Division, Hassan, and should be superscribed as "Tender for restoring Bhuthankatte, Chennaikanahalli, Gandasi Hobli, Arsikere Taluk." The name of the tenderer should also be superscribed on the sealed cover.

3. Each tender must be accompanied by a deposit of Rs. 365 only in cash as earnest money. The earnest money of the successful tenderer will be retained as cash security for the due fulfilment of the contract (cash amount will not carry any interest). In case of the acceptance of the tender, an addition of the 5 per cent of the estimated amount as security deposit should be paid at the time of executing the agreement in the Public Works Department Form.

4. The tenders will be opened in the presence of such tenderers as wish to be present on the date of opening. The final acceptance of the tender will rest with the Executive Engineer, who does not bind himself to accept the lowest or any tender, or to assign any reasons whatever for the rejection of any.

5. The name of the successful tenderer will be posted on the Notice Board in the Office of the Executive Engineer in due course. Within eight days of the acceptance of the tender, the successful tenderer will be required to execute the agreement in the departmental schedule contract form, for the due fulfilment of the contract.

6. Failure to comply with the condition 5 above or to agree to carry out the work in accordance with the specifications and agreements in force will entail forfeiture of the earnest money.

7. Copies of contract documents, estimates and drawings may be seen at any time at the Office of the Executive Engineer, Hassan Division, Hassan, on all working days between 11 A.M. and 5 P.M.

8. Specific rates should be given for each item in the schedule and the rates should be in rupees, annas and pies and expressed in words and figures.

9. Any rates or lumpsum amounts for the items not called for, if tendered by the tenderer will not be taken notice of. The rates tendered should include all such lumpsum items.

10. No alterations which are made by the tenderers in the contract documents, in the nomenclature of the sanctioned sub-heads will be recognised and if corrections are made, the tenders will be liable to rejection.

11. There should be no corrections or erasures in the tenders in the rates of items and any corrections made in the rates should be attested to and the number of corrections, if any, in each page noted at the foot of the same by the tenderer.